

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council members

FROM/PHONE: Donald DiPetrillo, Fire Chief/ (954) 797-1213
Document Prepared by: Raquel B. Gray, Admin Aide

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE AMENDMENT, ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT WITH BROWARD COUNTY AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY TO PROVIDE FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES IN THE PINE ISLAND RIDGE AREA; PROVIDING FOR TERMINATION, AND PROVIDING FOR AN EFFECTIVE DATE

REPORT IN BRIEF: Town Council previously approved resolution number R-2003-236 renewing the Fire Protection and Emergency Medical Services to the Pine Island Ridge area on September 17, 2003 with Broward County Commission. Due to the transfer of Broward County Fire Rescue Services to the Sheriffs office, the agreement must be reassigned by both parties.

PREVIOUS ACTIONS: Town Council previously approved resolution number R-2003-236 to renewing the Fire Protection and Emergency Medical Services to the Pine Island Ridge area on September 17, 2003.

CONCURRENCES: Original agreement was reviewed by the Town Attorney prior to submitting to Town Council for approval.

FISCAL IMPACT: The agreement would increase revenues for \$463,050 in the current fiscal year, including approximately \$50,000 in miscellaneous revenues.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Resolution
Interlocal Agreement Exhibit "A"
Renewed Agreement w/Broward County Fire Rescue
Letter to Col. Auer

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACCEPT THE AMENDMENT, ASSIGNMENT, DELEGATION, AND RELEASE AGREEMENT WITH BROWARD COUNTY AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY TO PROVIDE FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE PROTECTION SERVICES IN THE PINE ISLAND RIDGE AREA; PROVIDING FOR TERMINATION, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to contract with each other to provide fire protection and other essential services; and

WHEREAS, the Town of Davie renewed the Interlocal Agreement with Broward County on September 17, 2003 to continue delivery of emergency medical and fire protection services within Pine Island Ridge area; and

WHEREAS, Broward County and Kenneth C. Jenne, II, Sheriff of Broward County have entered into an Interlocal Agreement providing in part for the Sheriff to provide Fire/Rescue Services, on behalf of the County; and

WHEREAS, the Sheriff have agreed to assume Broward County's obligation under the Town's Interlocal Agreement; and

WHEREAS, the parties desire to enter into this Assignment Agreement in order to formalize the assignment to the Sheriff of Broward County's rights, obligations and responsibilities; and

WHEREAS, the Town of Davie and Broward County have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the proposed Assignment Agreement between the Town of Davie, Broward County and Kenneth C. Jenne, II Sheriff of Broward County for emergency medical and fire protection services, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004

EXHIBIT "A"

AMENDMENT, ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT

Among

BROWARD COUNTY

And

TOWN OF DAVIE

And

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

Relating to

Delivery of Fire Protection and Emergency Medical Services
by Town Within a Certain Portion of Unincorporated Broward County known as:
Pine Island Ridge

AMENDMENT, ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT

Among

BROWARD COUNTY

And

TOWN OF DAVIE

And

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

Relating to

Delivery of Fire Protection and Emergency Medical Services
by Town Within a Certain Portion of Unincorporated Broward County known as:
Pine Island Ridge

THIS ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT ("Assignment Agreement") is made by and among BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners

AND

TOWN OF DAVIE, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "TOWN,"

AND

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA, hereinafter referred to as "SHERIFF."

W I T N E S S E T H

WHEREAS, COUNTY and TOWN entered into an Interlocal Agreement and a Renewal of Interlocal Agreement providing for Delivery of Fire Protection and Emergency Medical Services by TOWN within a certain portion of unincorporated Broward County known as Pine Island Ridge; a copy of said Interlocal Agreement, as amended by the Renewal Agreement, is incorporated herein by reference and shall be hereinafter referred to collectively as the Davie Interlocal Agreement; and

WHEREAS, COUNTY and SHERIFF have entered into an Interlocal Agreement dated July 1, 2003; providing, in part, for SHERIFF to provide Fire/Rescue services, on behalf of COUNTY in the unincorporated areas of Broward County, including contract administration relative to those Interlocal Agreements wherein municipalities are providing fire rescue services to COUNTY's unincorporated areas; a copy of said Sheriff Interlocal Agreement is incorporated herein by reference; and

WHEREAS, SHERIFF has further agreed to assume COUNTY's obligations under the Davie Interlocal Agreement with respect to the provision of air rescue, hazardous materials response, technical rescue and communications; and

WHEREAS, the parties desire to incorporate into this Assignment Agreement requirements of the federal law known as the Health Insurance Portability and Accountability Act of 1996 ('HIPAA') and TOWN agrees to perform said HIPAA requirements for SHERIFF as assignee to COUNTY under the Davie Interlocal Agreement; and

WHEREAS, the parties desire to enter into this Assignment Agreement in order to formalize the assignment to SHERIFF of COUNTY's rights, obligations and responsibilities under the Davie Interlocal Agreement with respect to the provision of fire protection and emergency medical services by TOWN; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY, TOWN and SHERIFF agree as follows:

ARTICLE 1

DEFINED TERMS; RATIFICATION; CONFLICTS

- 1.1 DEFINED TERMS. All defined terms in this Assignment Agreement shall have the same meaning as in the Davie Interlocal Agreement, except as otherwise noted.
- 1.2 RATIFICATION. Except as amended and modified by this Assignment Agreement, all of the terms, covenants, conditions, and agreements of the Davie Interlocal Agreement are hereby ratified and shall remain in full force and effect.
- 1.3 CONFLICTS. In the event of any conflict between the provisions of the Davie Interlocal Agreement and the provisions of this Assignment Agreement, the provisions of this Assignment Agreement shall control.

ARTICLE 2

EFFECTIVENESS

The Effective Date of this Assignment Agreement shall be October 1, 2003. The assignment is expressly subject to and contingent upon the approval and execution of this Assignment Agreement by all parties. For COUNTY, the County Administrator shall have authority to execute same pursuant to the authority granted by the Board.

ARTICLE 3

ESTOPPEL

The Davie Interlocal Agreement, as amended by the Renewal Agreement, is the sole agreement pertaining to the provision of fire protection and emergency medical services by TOWN within COUNTY's unincorporated areas identified herein and the Davie Interlocal Agreement, as amended, has not been further modified in any manner. Neither COUNTY nor TOWN has given a notice of default under the Davie Interlocal Agreement to the other party, neither COUNTY nor TOWN is in default of its obligations under the Davie Interlocal Agreement, and no circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the Davie Interlocal Agreement. COUNTY and TOWN acknowledge and agree that all obligations of the parties under the Davie Interlocal Agreement up to the Effective Date of this Assignment Agreement have been fully performed and paid for by the respective parties.

ARTICLE 4

ASSIGNMENT AND DELEGATION

- 4.1 COUNTY does hereby assign and delegate to SHERIFF, as assignee, all of its rights, title and interest in and to the Davie Interlocal Agreement, including all rights, title and interest in all reports, documents, or other data prepared and/or provided by COUNTY thereunder in connection with or related to the Davie Interlocal Agreement, except as provided in Section 4.4 herein.
- 4.2 SHERIFF, as assignee, hereby accepts the assignment and delegation of the Davie Interlocal Agreement on and subsequent to the Effective Date of this Assignment Agreement, except as provided in Section 4.4 herein. SHERIFF further agrees to assume all of COUNTY's obligations thereunder that are incurred on or after the Effective Date and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder from and after the Effective Date of this Assignment Agreement, except as provided in Section 4.4 herein. COUNTY shall continue to be responsible for any and all liabilities and obligations incurred prior to the Effective Date.

- 4.3 TOWN hereby acknowledges and consents to the assignment and delegation by COUNTY to SHERIFF of the Davie Interlocal Agreement as set forth herein, and SHERIFF agrees to perform its obligations hereunder and be bound to TOWN pursuant to the terms of the Davie Interlocal Agreement, except as provided in Section 4.4 herein.
- 4.4 In the event the contractual obligations assigned to SHERIFF are contrary to the terms of the Interlocal Agreement between SHERIFF and COUNTY, COUNTY shall remain responsible for such obligations to the extent provided in such Interlocal Agreement.

ARTICLE 5

RELEASE

COUNTY and TOWN hereby release and forever discharge each other, and their respective successors and assigns for all actions, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and obligations whatsoever, in law or in equity, which each party had, now has or which any successor or assign of each party can, shall or may have, against each other arising out of, related to, or in connection with the rights and obligations granted and accruing under the Davie Interlocal Agreement that occur after the Effective Date of this Assignment Agreement.

ARTICLE 6

AMENDMENT OF TERMS AND CONDITIONS OF ORIGINAL AGREEMENT

- 6.1 On the Effective Date of this Assignment Agreement, all references in the Davie Interlocal Agreement to "COUNTY" shall be deemed to refer to "SHERIFF" in order to effectuate the intent of the parties under this Assignment Agreement.

FOR COUNTY:

County Administrator
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

FOR SHERIFF:

Kenneth C. Jenne, II, Sheriff
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

with a copy to:

Department of Legal Affairs
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

6.3 TOWN agrees to comply with the federal HIPAA requirements with respect to the provision of services under the Davie Interlocal Agreement, including compliance with the terms and conditions of the Business Associate Addendum attached hereto as Exhibit "A." These terms and conditions are hereby made a part of the Davie Interlocal Agreement hereby being assigned and delegated by the parties.

6.4 Article 7, entitled, "Liability and Insurance," is amended to add a new Section 7.5 to read as follows:

7.5 For purposes of this Article, the use of the word "individually" is intended to refer to each agency's independent responsibilities and shall not be construed, in any manner, to impose personal liability upon SHERIFF, COUNTY's Commissioners, TOWN's commissioners, or any other individual.

6.5 The term of the Interlocal Agreement shall be extended through September 30, 2004, unless otherwise terminated as provided herein. Thereafter, the agreement may be renewed on an annual basis upon mutual agreement of the parties.

ARTICLE 7

SEVERANCE

In the event a portion of this Assignment Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

ARTICLE 8

JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Assignment Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 9

APPLICABLE LAW AND VENUE

This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assignment Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Assignment Agreement, COUNTY, TOWN and SHERIFF hereby expressly waive any rights any party may have to a trial by jury of any civil litigation related to, or arising out of this Assignment Agreement. Each party shall bear its own attorney fees in any litigation or proceeding arising under this Assignment Agreement.

ARTICLE 10

THIRD PARTY RIGHTS

Nothing in this Assignment Agreement shall be construed to give any rights or benefits to anyone other than COUNTY, TOWN or SHERIFF.

ARTICLE 11

SUCCESSORS AND ASSIGNS

This Assignment Agreement shall inure to and be binding upon the authorized successors and assigns of the parties.

ARTICLE 12

WHEREAS CLAUSES

The information contained in the Whereas Clauses set forth above is true and correct, and is hereby incorporated into the body of this Assignment Agreement.

ARTICLE 13

MULTIPLE ORIGINALS

Multiple copies of this Assignment Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 14

RECORDATION /FILING

The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Assignment Agreement by SHERIFF and governing bodies of TOWN and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Assignment Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.

-remainder of page left intentionally blank-

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment Agreement: BROWARD COUNTY through its BOARD COUNTY COMMISSIONERS, by and through its County Administrator, authorized to execute same; TOWN, signing by and through its _____, duly authorized to execute same and SHERIFF, signing by and through himself or his duly authorized representative.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

By _____
ROGER J. DESJARLAIS

____ day of _____, 20____.

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
PATRICE M. EICHEN
Assistant County Attorney

ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT AMONG BROWARD COUNTY, TOWN OF DAVIE AND KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY, FLORIDA

TOWN

ATTEST:

TOWN OF DAVIE

Town Clerk

By _____
Mayor

_____ day of _____, 20____.

(CORPORATE SEAL)

By _____
Town Manager

APPROVED AS TO FORM:

By _____
Town Attorney

SHERIFF

WITNESSES:

By _____
Kenneth C. Jenne, II, Sheriff

_____ day of _____, 20____.

Approved as to form and legal content:

By _____
Department of Legal Affairs

EXHIBIT "A"

BUSINESS ASSOCIATE ADDENDUM

This BUSINESS ASSOCIATE ADDENDUM references the following Interlocal Agreement by and between Broward County, Florida (hereinafter called the County") and TOWN OF DAVIE, a municipal corporation of the State of Florida (hereinafter called "Business Associate"), for the delivery of fire protection and emergency medical services by the Town within a certain portion of unincorporated Broward County as described in Exhibit "A" of the Interlocal Agreement; and

WHEREAS, the parties entered into an Interlocal Agreement providing for the Town to deliver fire protection and emergency medical services within a certain portion of unincorporated Broward County as described in Exhibit "A" of the Interlocal Agreement (hereinafter the "Existing Contract"); and

WHEREAS, the County and the Business Associate are entering into this Addendum in order to address the operation of certain activities/programs related to the provision of health care; and

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement; and

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities; and

WHEREAS, in conjunction with the Existing Contract, this Business Associate Addendum is made and entered into by and between the County and the Business Associate; NOW, THEREFORE,

The parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

1. Definitions:

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR, Part 164 [hereinafter called, the "HIPAA Privacy Rule"].

2. Obligations and Activities of the Business Associate

- 2.1 The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Addendum and the Existing Contract or as required by law.
- 2.2 The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum, the Existing Contract or as required by law.
- 2.3 The Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Addendum.
- 2.4 The Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- 2.5 The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.
- 2.6 The Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR, Part 164.524.
- 2.7 The Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR, Part 164.526 in a timely manner.
- 2.8 The Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or his/her designee within five (5) business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.

- 2.9 The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR, Part 164.528.
- 2.10 The Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.
- 2.11 Business Associate shall, to the extent feasible, upon expiration or termination of the Existing Contract for any reason, return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of the County. If return or destruction of such information is not feasible, Business Associate shall continue to limit the use or disclosure of such information as set forth in this Addendum as if the Addendum had not been terminated. This provision should be read in harmony with the section of the Existing Contract, entitled "Retention of Records for Audit and Public Records Purposes," so that records are retained for whichever retention period is longer. This provision shall survive the expiration or earlier termination of the Existing Contract.

3. Permitted Uses and Disclosures

- 3.1 Except as otherwise limited in this Addendum, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.
- 3.2 Except as otherwise limited in this Addendum, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Addendum, the Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR, Part 164.504 (e)(2)(i)(B).
- 3.4 The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent

with 42 CFR, Part 164.504 (j)(1).

4. **Obligations of the County**

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR, Part 164.520, to the extent that such limitation may affect the Business Associate's use of Protected Health Information.
- 4.2 The County shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use of Protected Health Information.
- 4.3 The County shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR, Part 164.522, to the extent that such changes may affect the Business Associate's use of Protected Health Information.
- 4.4 The County shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

- 5. Term. The term of this Addendum shall be effective upon execution of the Amendment, Assignment, Delegation and Release Agreement by all parties, and shall terminate when the Business Associate no longer has Protected Health Information that is provided by the County or contractors of the County, and no longer has Protected Health Information that is created or received by the Business Associate on behalf of the County, including, without limitation, when all such Protected Health Information is destroyed, turned over to the County, or turned over to contractors designated by the County.
- 6. Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health insurance Portability and Accountability Act of 1966, Public Law no. 104-191.

Renewal of
Interlocal Agreement
Between
BROWARD COUNTY
and
TOWN OF DAVIE

Providing for
Delivery of Fire Protection and Emergency Medical Services by Town Within
Certain Portions of Unincorporated Broward County

This Interlocal Agreement is made by and between: BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), and the Town of Davie, a municipal corporation of the State of Florida (hereinafter called the "TOWN").

WHEREAS, COUNTY and TOWN entered into an Interlocal Agreement providing for TOWN to deliver fire protection and emergency medical services within certain portions of unincorporated Broward County; and

WHEREAS, the Interlocal Agreement provides for a three (3) year term with two (2) one (1) year renewal terms each; and

WHEREAS, the parties agree that it is in the best interest of the public to enter into the first one (1) year renewal term of this Interlocal Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, terms and conditions set forth herein, COUNTY and TOWN do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Pursuant to Section 3.1 of the Interlocal Agreement, the parties desire to enter into the first renewal term of the Interlocal Agreement providing for the renewal term to commence on October 1, 2003 and end on September 30, 2004. For COUNTY, the Purchasing Division Director is authorized to provide TOWN, in writing, with COUNTY's intent to renew the Interlocal Agreement for the second renewal term.

3. Article 4, Termination, of the Interlocal Agreement is hereby amended to add the following provision:

4.3 Notwithstanding the foregoing, either party may terminate this Interlocal Agreement by providing the other party with one hundred eighty (180) days written notice as provided for in Section 8.7.
4. Section 6.1, provides in part that the monthly amount COUNTY shall pay TOWN for emergency medical and fire protection services rendered by TOWN shall not increase by more than five percent (5%) per year. For the purposes of this first renewal term, the monthly amount COUNTY shall pay TOWN is Thirty-eight Thousand Five Hundred Eighty-seven Dollars and Fifty Cents (\$38,587.50) for a total annual amount of Four Hundred Sixty-three Thousand and Fifty Dollars (\$463,050.00).
5. Except as provided for in this Renewal to Interlocal Agreement, all terms and conditions set forth in the original Interlocal Agreement not in conflict herewith shall remain in force and effect.
6. This Renewal of the Interlocal Agreement will be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties have made and executed this Renewal to Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 2003, and the TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By: _____
Mayor
____ day of _____, 2003.

Approved as to form by Office of County
Attorney Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Patrice M. Eichen
Assistant County Attorney

**RENEWAL OF INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE
TOWN OF DAVIE PROVIDING FOR DELIVERY OF EMERGENCY MEDICAL AND FIRE
PROTECTION SERVICES BY TOWN WITHIN A PORTION OF UNINCORPORATED
BROWARD COUNTY**

TOWN

ATTEST:

TOWN OF DAVIE, FLORIDA

By: _____
Town Clerk

By: _____
Mayor

__ day of _____, 2003.

APPROVED AS TO FORM:

Town Attorney



Administration	797-1030	Parks & Recreation	797-1145
Budget & Finance	797-1050	Police Department	693-8200
Development Services		797-1111	Public Works
	797-1240		
Engineering	797-1113	Town Clerk's Office	797-
1000			

TOWN OF DAVIE, 6591 Orange Drive, Davie, Florida 33314-3399 (954) 797-1000

November 18, 2003

Colonel John Auer
Broward Sheriff's Office
P.O. Box 9507
2901 West Broward Boulevard
Fort Lauderdale, Florida 33310

Re: Fire/EMS Services Agreement

Dear Colonel Auer:

During the last three years the Town of Davie has provided comprehensive fire and emergency medical services via interlocal agreement with Broward County to the unincorporated area known as Pine Island Ridge, an enclave community located adjacent to West State Road 84 and South Pine Island Road.

On September 1st 2003 the Davie Town Council approved a one year extension of the original interlocal agreement as proposed by the County, along with a revised provision of the termination clause. Subsequently, while in the process of finalization of the agreement we were advised by Broward County Fire Rescue staff that the Broward Sheriff's Office had assumed responsibility for all fire and EMS services effective October 15th 2003. This situation presents an immediate concern as the Town of Davie is presently providing emergency services without written agreements, continued authorization or compensation. In order for the Town to continue delivery of these critical public safety services to the residents of the Pine Island Ridge community without interruption, it is essential that a contractual agreement be finalized without further delay.

I am requesting we meet at your earliest convenience regarding a resolution to this issue. Please contact Raquel Gray at (954) 797-1213 to schedule an appropriate meeting place and date. Thank you for your prompt attention to this matter.

Sincerely,

Donald DiPetrillo, Fire Chief